

MORTGAGE RECORD 89

shall be deducted from the proceeds of this loan.
THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than

\$7,500.00 fire
\$7,500.00 windstorm

and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second party, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable therefor, except as to sums actually collected by its, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, That said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Russell L. Wiley
Velma Ruth Wiley

STATE OF KANSAS,)
COUNTY OF DOUGLAS)

BE IT REMEMBERED, That on this 19th day of November, A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Russell L. Wiley and Velma Ruth Wiley, his wife to me personally known to be the same persons who executed the foregoing instrument and fully acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) My Commission expires April 17, 1947

Rose Gieseman
Notary Public

Recorded November 19, 1946 at 2:20 P.M.

Harold P. Beck

Register of Deeds.

Receiving "o. 30594"

MORTGAGE

Reg. No. 5323
Fee paid \$7.50

This Indenture, Made this 19th day of August in the year of our Lord One Thousand Nine Hundred and Forty-Six, between V. J. Cramer and Lena O. Cramer, husband and wife of Leocompton in the county of Douglas in the State of Kansas, of the first part, and John T. Frazer and Edna R. Frazer, husband and wife, as joint tenants with right of survivorship, and not as tenants in common of the second part.

Witnesseth, that the parties of the first part, in consideration of the sum of Three Thousand and no/100 - - Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell, convey and mortgage to the said parties of the second part as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

"The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, except ten (10) acres more or less in the Southwest corner thereof, described as follows: Beginning at the Southwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of said Section 34, thence North 7.58 chains, thence East 12.95 chains, thence South 7.58 chains, thence West to the place of beginning, and also excepting a strip of land off the East side seventy-six feet (76') wide, all in Township 14, Range 20, Douglas County, Kansas; and, the West fifty (50) acres of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, except a square ten (10) acres in the Southeast corner thereof, in Township 14, Range 20, Douglas County, Kansas."

"This is a purchase money mortgage"

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Three Thousand and no/100 - Dollars according to the terms of One certain promissory note this day executed by the said V. J. Cramer and Lena O. Cramer, husband and wife to the said parties of the second part, dated August 19 A.D., 1946, due and payable five years after the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note. And this conveyance shall be void if such payment be made as in said note and herein specified.

And the said parties of the first part shall keep the buildings on said premises insured in favor of the holder hereof in the sum of Three Thousand and no/100 - Dollars to some insurance company satisfactory to the holder thereof, and shall pay all taxes on said premises when due in default whereof the said holder may obtain such insurance thereof, as he may desire, or pay any taxes thereon and the expense of such insurance and taxes shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent per annum.

Received by me, the Register of Deeds, on this 19th day of November, 1946, at 2:20 P.M. the sum of \$7.50 for recording fee on the above described mortgage.